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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JENNIFER CARRION,)	
Intervenor Plaintiff.)	
)	
-----)	
)	
SABA HASHEM,)	
Plaintiff,)	
)	
)	
vs.)	CA No. 16-12383-IT
)	
STEPHEN L. D'ANGELO,)	
Defendant.)	

BEFORE: THE HONORABLE INDIRA TALWANI

SHOW CAUSE HEARING

John Joseph Moakley United States Courthouse
Courtroom No. 9
One Courthouse Way
Boston, MA 02210
Thursday, November 1, 2018
11:37 a.m.

Cheryl Dahlstrom, RMR, CRR
Official Court Reporter
John Joseph Moakley United States Courthouse
One Courthouse Way, Room 3510
Boston, MA 02210
Mechanical Steno - Transcript by Computer

1 APPEARANCES:

2 ON BEHALF OF THE INTERVENOR PLAINTIFF:

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6 ON BEHALF OF THE PLAINTIFF:

7 Albert L. Farrah, Esq.
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10 ON BEHALF OF THE DEFENDANT:

11 BRAUCHER & AMANN, PLLC
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P R O C E E D I N G S

THE CLERK: U.S. District Court is now in session.
The Honorable Judge Indira Talwani presiding. This is Case No.
16-cv-12383, Hashem v. D'Angelo. Will counsel please identify
themselves for the record.

MR. FARRAH: Good morning, your Honor. Albert Farrah
for the plaintiff.

THE COURT: Good morning.

MR. AMANN: Good morning, your Honor. William Amann
on behalf of Mr. D'Angelo.

THE COURT: Good morning.

MR. AMANN: Who's seated next to me this morning.

THE COURT: Good morning, Mr. D'Angelo.

Why is it that my involvement is needed for getting
orders complied with?

MR. AMANN: It shouldn't be. That -- to me, I think
that's clear. I think -- so it's regrettable that we're here.
I get that. There was an order, this Court's order, dated
October 1st for Mr. D'Angelo to pay roughly \$3,900. He paid it
23 days later. I don't know what the Court finds is
reasonable, whether it should have been paid within ten days
or --

THE COURT: Well, it was an order because of a past
failure to pay. Now, I can go and I can say, Well, I suppose I
have to make the assumption that people aren't going to look

1 for any little angle to figure out how to move on and not have
2 to deal with things, and so I should have put a date certain,
3 my bad, for not putting a date certain.

4 MR. AMANN: I'm not taking that position, your Honor.
5 I'm not certainly trying to, by implication or at all, suggest
6 that the Court has any blame at all. I'm not -- at all. I
7 simply think that it was paid within 23 days of the Court order
8 coming out. I think that's reasonable. And you're right.
9 Quite honestly, I see this more as a failure between my brother
10 and I because we shouldn't be here, meaning --

11 THE COURT: Why would 23 days be reasonable? When you
12 send a bill out and it hasn't been paid and you finally get
13 someone saying, Could you please pay the bill? Do you think
14 you then get yet another 23 days on it?

15 MR. AMANN: I don't, your Honor. I'm a small
16 businessman, myself, a partner in a firm. I understand that --
17 again, this is very subjective. I understand. I would love it
18 if a bill were paid immediately. It doesn't always happen that
19 way. It usually doesn't. That's just my experience. If
20 someone were paying their bills in under 30 days, I consider
21 that reasonable, and I would be happy with that absent other
22 circumstances. But, again, that's just my personal --

23 THE COURT: So my suggestion, counsel, in a situation
24 like this, if you received my order and you thought, Huh, I
25 wonder what things I should take, you're welcome to file a

1 motion for clarification. Do you intend me to pay it today or
2 do I have 30 days? You could have filed that. But to just
3 take it on yourself at this point to decide how and when you're
4 going to comply with my orders. I agree. It could have been
5 clearer. It could have said pay this by tomorrow. I
6 understand that.

7 MR. AMANN: I didn't take it upon myself, your Honor,
8 to -- I didn't suggest a time frame to my client. I didn't
9 say, You've got 30 days to pay, nothing like that. So I'm just
11:40 10 saying the facts are that the order came out on the 1st. It
11 was paid on the 24th. I think that's reasonable.

12 THE COURT: After a motion was filed.

13 MR. AMANN: Yeah, after a motion --

14 THE COURT: I take it there was a 7.1 conference
15 before that motion -- before the motion was filed, correct?

16 MR. AMANN: Attorney Farrah sent some emails, I think,
17 trying to contact either myself or an attorney in my office,
18 but I didn't speak with Attorney Farrah about this though.

19 THE COURT: Were you aware that he was looking for his
11:41 20 money?

21 MR. AMANN: Yes, yes, I was, your Honor.

22 THE COURT: Okay. Mr. D'Angelo, do you have any
23 further explanation for why you think that it's worth
24 everyone's time here to keep coming back to have orders
25 followed?

1 MR. D'ANGELO: Your Honor, I'm not going to say
2 anything right now. I would prefer to not say anything at this
3 point, your Honor. It won't do anybody any good here.

4 THE COURT: Okay. So the other part of my order to
5 show cause was whether there was any reason why I should not be
6 sending all of this to the Board of Bar Overseers.

7 MR. AMANN: Your Honor, I'm going to regurgitate what
8 I said before. I think paying it within 23 days is reasonable,
9 in hindsight, looking at this. We don't want to be here. I
11:41 10 understand Mr. Farrah's position, that there was a prior -- he
11 had to file a motion before and follow that through. He
12 shouldn't have to do that. I understand that.

13 Mr. D'Angelo paid that. It was a lot of money. It
14 was, like, \$6,600 or something. That's done. So I'm not -- I
15 understand Attorney Farrah is maybe following very closely on
16 this, not giving Mr. D'Angelo much leeway. I get that. I just
17 think there's nothing further outstanding. These are
18 essentially, as I see it, some discovery disputes on what needs
19 to be followed up on.

11:42 20 Frankly, I don't think we're going to see any other
21 motions like this. I defer to my brother on that, but there's
22 nothing else out there that needs to be paid or produced to
23 Attorney Farrah. Paid within 23 days. So I think a referral
24 to the Bar, I don't think, is warranted. Again, I'm biased
25 because I represent Mr. D'Angelo, but I don't think it is. If

1 it were -- I don't know what the magic number is, your Honor.
2 I think if it were --

3 THE COURT: Here's my problem. I have a case. It is
4 a case that -- as I see the overlay on this case -- and maybe
5 I'm incorrect. But there's a dispute between the two parties
6 here in front of me. I don't know who's right or who's wrong.
7 That hasn't been decided here.

8 But, in addition, there's prior judgments that have --
9 a prior judgment that has gone up on appeal and back down that
11:43 10 is just sitting there not being paid either. So there seems to
11 be this sense -- and then there's sort of slow grind on
12 discovery as if none of this matters. If I was dealing with
13 people who weren't lawyers, that would be one thing. But to be
14 dealing with a lawyer who can't be in this position without
15 understanding that part of -- how our entire system of justice
16 works is that people respond to pieces of paper, that we don't
17 have to hit people over the head to get results.

18 And so the idea that we are here on a 2016 case, which
19 probably has as a huge driver the underlying judgment from the
11:44 20 intervenor here and that unpaid balance, I just find myself --
21 I've never seen anything like it. I don't understand how, as a
22 practicing attorney, there can be just this sort of, I don't
23 like what judges say to me, so I'm just not going to follow
24 them, kind of attitude. That's what this feels like.

25 MR. AMANN: Well, Judge, I'm sure you are aware of

1 this. The judgment that's outstanding is not against Mr.
2 D'Angelo personally. It was against the law firm.

3 THE COURT: That was a partnership, right?

4 MR. AMANN: True, yes.

5 THE COURT: So does he have any responsibility? Are
6 you really standing up in front of me litigating this, all of
7 you, with the idea that you can get a judgment against you,
8 and, as partners, you get to just walk off, to hell with the
9 person who won that judgment? That's your position as lawyers?

11:45 10 MR. AMANN: No, no, no, it's not, your Honor. What
11 we're -- what we've said before and will become clear as this
12 case goes on is that we've got Mr. Hashem, who has a judgment
13 against him personally. We've got the law firm, Saba Hashem.
14 So we're trying to paint a picture of what the finances were at
15 the time.

16 I understand that the intervenor is trying -- has
17 brought further counts in trying to essentially stick Mr.
18 D'Angelo with this personally. We just -- we oppose that.

19 THE COURT: And if we could oppose it on the merits,
11:45 20 you would get to be heard on the merits, and I would be able to
21 figure it out. Instead, what I am seeing is I have an
22 intervenor who says, I have a judgment and nothing is
23 happening, and then I have these little discovery disputes and
24 nothing is happening. It echoes. That echo doesn't do your
25 client any good.

1 Your client was here saying, I am taking the
2 proceedings in this courtroom seriously. I think I have a
3 legal right. I want my legal right to be heard. I want to
4 have these things addressed. I would have a lot of respect for
5 that. I can deal with that. I can understand that we're going
6 to have an issue here that's going to be decided on the law and
7 the facts and try to figure that out.

8 But if, as I am trying to get to that factual and
9 legal resolution, I am confronted with every single turn -- I
11:46 10 just won't turn in discovery; I just won't turn the documents
11 over -- it's just a little bit old. I won't respond to a
12 motion. Oh, I guess I'm going to lose this motion. I won't
13 bother filing an opposition. I'll just let it all go.

14 MR. AMANN: Judge, we're not letting anything go.
15 This court order was clear what was to be paid. True, it
16 didn't have a date. I don't know what Mr. D'Angelo thought as
17 far as when that was due and payable. I don't. At the risk of
18 saying it again, it was paid three weeks. I understand
19 Attorney Farrah had to file a motion to compel where he felt
11:47 20 that he needed to do that.

21 THE COURT: What was -- what's your suggestion for
22 what he should do? He writes you an email. There's no
23 response. What else is he supposed to do but have to go and
24 file another motion?

25 MR. AMANN: I think, if there's no response, you're

1 right. I would do the same thing if I got no response.

2 THE COURT: Okay. So that's our problem, right? This
3 isn't a problem that your client isn't being heard. It's that
4 your client is ignoring me.

5 MR. AMANN: Judge, he paid this, like I said, within
6 three weeks of the order.

7 THE COURT: Did I have to set this hearing in order to
8 get him to pay it? Did I have to spend the time in chambers
9 and issue an order to show cause?

11:48 10 MR. AMANN: He paid before the show cause order
11 issued, but it was one day after the show -- the motion.

12 THE COURT: You could have filed -- you could have
13 saved me the time. You could have immediately filed something
14 and said, We're paying the money. Please don't. Please deny
15 the motion. You could have done that. There was nothing that
16 said you had to wait 14 days to file something.

17 MR. AMANN: That's right, your Honor. I --

18 THE COURT: Instead, I had to take the time and figure
19 out what am I going to do with this and get you back in here.
11:48 20 Now I'm taking the time, sitting here on the bench.

21 MR. AMANN: I apologize for that. I was unaware that
22 the payment was made. It didn't come from our office. It was
23 postmarked in an affidavit that was filed this morning, and I
24 don't know -- by Attorney Farrah. I don't know if you had an
25 opportunity to look at it. I'm not expecting that you had the

1 opportunity to look at this.

2 THE COURT: No.

3 MR. AMANN: But Attorney Farrah's affidavit that was
4 filed today, from the best I can tell by looking at my phone,
5 was a copy of the check that Attorney D'Angelo paid. It was a
6 certified bank check that was dated October 24th. There was
7 also an envelope from Mr. D'Angelo's North Andover,
8 Massachusetts, office directly to Mr. Farrah. I think it's
9 Exhibit D. I didn't know that. I didn't know that that had
11:49 10 been paid. That is clearly a miscommunication or lack of
11 communication between my client and I.

12 But Attorney Farrah knew as of -- I don't know when he
13 received the check. It was dated the 24th of October so maybe
14 a day or two. He could have withdrawn the -- his motion to
15 compel and not been here, but I'm not blaming him either. I --
16 I think we need to focus, as your Honor has suggested, on the
17 merits of this case. Luckily, discovery is over or winding
18 down, and that's where we want to be because that's what needs
19 to be decided.

11:50 20 And I apologize that we're here today for this, your
21 Honor, but he paid it within almost three weeks, three weeks
22 and a day, and we feel that that's reasonable.

23 MR. FARRAH: Your Honor, may I? We filed through the
24 ECF system this morning.

25 THE COURT: Is there a reason why that was filed this

1 morning? You know --

2 MR. FARRAH: No.

3 THE COURT: I don't understand -- I do not understand
4 a practicing of law that would -- I have things to do also.

5 You're filing something that has been in your hands for how
6 much time? Were you afraid I was going to cancel the hearing?

7 MR. FARRAH: Not at all, not in the least, your Honor.

8 THE COURT: Then why didn't you file this?

9 MR. FARRAH: It was filed this morning. We received
11:50 10 -- we received Mr. D'Angelo's check on Friday, the 26th. So,
11 theoretically, I could have filed it that day, Monday or
12 Tuesday or Wednesday. I apologize. It's certainly hasn't
13 garnered me any advantage over anybody in this case. And the
14 only reason I filed it was to give the Court some more
15 background about the payment that came in 23 days later.

16 And what I have here -- I'm happy to give you a paper
17 copy, and I'm also happy to just tell you what it says. What I
18 have here is, first, my motion filed on the 23rd. On the 24th,
19 the next day, a reporter from one of the online legal services
11:51 20 contacted me by email and I'm pretty sure contacted Mr. Amann
21 by email as well, saying, We're going to write a story about
22 this. Do you care to comment? I said, No, I don't care to
23 comment. The next day he wrote a story, and Mr. Amann didn't
24 comment either so -- and then postmarked on the 24th from
25 Manchester, New Hampshire, where Mr. Amann has an office, was a

1 letter to me with a check inside.

2 This is the same scenario, your Honor, that happened
3 the last time; that is, that the day before or two days before,
4 hot on the heels of your setting us down for a hearing in front
5 of you to talk about Mr. D'Angelo's serial ignoring of the
6 orders of this Court for years now, from the beginning, in
7 2016. I got a check, and at the time I cashed the check.

8 You came very close to sanctioning Mr. D'Angelo the
9 last time and pulled back at the last minute and just ordered
11:52 10 that he pay the time that I spent preparing the motion, and
11 that's what -- out of which came the \$3,900 or so fee. I'm not
12 weighing in on whether his serial violations of his discovery
13 obligations and your orders should be something that goes to
14 the Board of Bar Overseers, but you can't let him off the hook
15 again for those violations. There is no explanation for this.
16 The claim that we should get down to the merits of this case or
17 the claim that he did pay within 23 days just falls apart when
18 you look at the facts, and the facts are it wasn't -- I sent
19 two emails to his attorney's office saying, What's the story?
11:53 20 Call me about getting paid. Neither one was responded to.

21 The only reason that he paid on the 23rd -- excuse me.
22 The only reason he mailed a check on the 24th was, I believe, a
23 combination of: (a), the filing of my motion on the 23rd and
24 the reporter from the Online Law 360, or something like that,
25 contacting both Mr. Amann and me.

1 So to say that he paid within 23 days is just -- it's
2 just -- it's a -- it's not legitimate. It's not genuine.
3 Again, you know, this has gone on and on and on. This case is
4 difficult enough, complicated enough. To have to deal with
5 these violations constantly, it's just not fair. And you can't
6 let him off the hook again; you can't reward him again, your
7 Honor. Thank you.

8 MR. AMANN: Judge.

9 THE COURT: Hold on a minute.

11:54 10 MS. RIVERA-BUJOSA: I just want to add that we had
11 three meetings at defendant's counsel's office to obtain and
12 look at files. I brought staff paralegals each of those times.
13 Neither one of those times -- that was in May; that was in
14 July; that was in March -- were the IOLTA reports provided.
15 Not at one point were the agreements -- contingency fee
16 agreements easily -- or even able to be found. We had found
17 one with the old firm, not the new one.

18 Discovery has been a drag. It makes motions to
19 compel, tons of emails, thousands of documents to prepare, all
11:55 20 of which could have been just click by the accountant and we
21 get July 24th after I subpoena the accountant. It's been one
22 thing after the other.

23 I'm -- don't -- I think it's petty to -- this is not
24 an attorney-attorney dispute. I want to get summary judgment
25 done. I've been working very hard. We have a deadline on

1 November 15th, making sure I have everything. The only thing
2 that needs to be updated is the tax returns of 2017 because now
3 it's October 15th. They should have been filed. They're under
4 my subpoena and under interrogatories and under many facets of
5 discovery made. This has to stop.

6 I'm finally at a position that I'm two weeks beyond --
7 I'm two weeks into summary judgment, going through thousands of
8 files. And all of this could have been done in March, in May,
9 in July. And Attorney Farrah was there with me. Bill or his
10 associate Josh was there with me. And the amount of hours I've
11 spent, it's part of also my summary judgment motion. That's
12 why I haven't made a separate motion which sometimes I wonder
13 maybe I should because even Attorney Farrah cites my draft of
14 motion to compel that he reviewed, and then he filed his motion
15 a few days later.

16 The time is -- this is unnecessary. That's what I
17 just -- I need to say that. I'm beyond -- there has not been
18 one cent paid in this case. The judgment keeps growing, 12
19 percent a year. I mean, we're up to over -- we're close to
20 \$590,000, and this judgment had a face value of 252,000. I
21 don't want to give away my summary judgment, but there many
22 instances there's been so much money flushed through their
23 firm, now in the hands of another firm, D'Angelo Law Group.
24 It's been since 2015 to 2017. I'm focusing just on that.
25 There's been over a million dollars in fees. Cases that were

1 filed by D'Angelo and Hashem in 2013, 2014. We went through
2 huge cases just to find something that could be easily just
3 provided. I'm alleging and I'm pleading all of that, but I
4 just have to say that. That's all.

5 I think you should punish him because, if not, he's
6 not going to take this proceeding seriously. He hasn't. I
7 mean, at D'Angelo Law Group's depositions, when he should have
8 given me everything about every case that was previously the
9 other firm's, he should have everything accessible, not me take
11:57 10 two months after of emails, motions, to get this stuff. That's
11 all I need to say.

12 THE COURT: Okay.

13 MR. AMANN: The only thing I can add to this, your
14 Honor, is that we weren't here that long ago, and I think your
15 Honor reset, for lack of a better word, some of the timelines.
16 You know, there's the motion for summary judgment, designation
17 of experts. Those are all in place.

18 There's no motion to compel from the intervenor. I
19 know that my office has been working diligently. There's been
11:58 20 a lot of emails that I've been cc'd on and progress being made
21 as far as documents turned over, QuickBooks. There's a lot of
22 material. I'm surprised a little bit to hear that because,
23 from my standpoint, that has all been turned over. Yes, it's
24 taken awhile, but we're talking about years and years, a lot of
25 cases, a lot of documents. But we're there.

1 I guess to say, as far as the intervenor's role, I do
2 understand the intervenor is owed a judgment, and she's
3 probably really frustrated and I get that. That's why I was
4 suggesting -- one of the reasons I was suggesting that the
5 sooner we get to the merits of this case, the better it's going
6 to be for everyone, win or lose, because then there's going to
7 be a decision. And everyone is going to have to deal with it,
8 good or bad. And so that's where -- and I think we're on
9 target for doing that. Thanks to your Honor, we've got these
11:59 10 deadlines in place.

11 As far as what my brother Attorney Farrah says --

12 THE COURT: Can I ask a very simple factual question
13 that I don't have the chronology down? When that judgment came
14 down, was the law firm already split, or was that law firm
15 still together?

16 MS. RIVERA-BUJOSA: Still together.

17 MR. AMANN: Correct. It had not been ended or split,
18 as you say, at that point.

19 THE COURT: So how do I not have this impression that
11:59 20 there is a disinterest in complying with court orders? There
21 was no -- there's no -- I don't know of any defense then,
22 right? You had an final judgment, all the appeals, et cetera,
23 and yet the money wasn't paid.

24 So how do I not walk away from this with the
25 impression that I have a lawyer who continues practicing,

1 holding a license, and yet has complete disdain for the orders
2 of a Court?

3 MR. AMANN: Number 1, I don't know what the finances
4 at the time of the -- when the judgment was final was. You
5 might say, well, who cares what the finances were. I don't
6 know what the ability -- there's been claims by the intervenor
7 that the law firm -- we'll call it the old firm, Hashem and --

8 THE COURT: Normally, what people do when they have a
9 judgment, maybe they file for bankruptcy. But they don't just
10 have a judgment against them and thumb their nose. I just -- I
11 don't -- I understand that things got complicated when the law
12 firm fell apart. But I don't understand the part of this story
13 -- I can't understand. There's been no explanation given to me
14 other than, well, so what? And that "so what," I understand
15 that from non-lawyers because people don't live by the word of
16 the court, and they think, okay, maybe courts don't really
17 matter until someone comes and seizes my house or something
18 like that.

19 I don't understand how practicing lawyers, faced with
12:01 20 a judgment, where all appeals have been exhausted, its reaction
21 is, well, that's not my problem. I just don't understand that.

22 MR. AMANN: That's not my prerogative at all, your
23 Honor, not at all. What I think any lawyer would do when
24 they've got a client who's got a judgment, not against him
25 personally but, again, against a defunct law firm --

1 THE COURT: That's -- my question is: It was not a
2 defunct law firm at the time the judgment became a final
3 judgment. So as I am looking and looking at myself and this
4 question, seriously, whether this is something that at this
5 point the Board of Bar Overseers should have notice of what's
6 going on. Has anything been filed with the Board of Bar
7 Overseers up to this point?

8 MR. AMANN: Not by us, your Honor, no.

9 MR. FARRAH: Not to my knowledge. Your Honor, my
10 client is suspended from the practice.

11 THE COURT: I understand that.

12 MS. RIVERA-BUJOSA: My client's just seeking
13 collection of the monies that she's owed. If his ability to
14 pay is -- at this point, I can't believe what has gone to up to
15 today, your Honor. I think the modus operandi as to why, when
16 four years, which is the essence of my summary judgment motion,
17 when they had money, there was not a payment plan or could not
18 be paid, I think it's because my client is a single mother of
19 three and didn't expect somebody to go spend \$7,000, which is
12:03 20 how much I've spent out of pocket myself to collect and make
21 justice right.

22 And I think he knows that better than anybody, and I
23 believe that's the modus operandi why this judgment is still
24 not paid because nobody believed that this was a serious matter
25 what my client suffered and earned herself a jury. That goes

1 to both parties on this case because both parties had an
2 ability to make a difference and start paying my client who was
3 homeless because of this.

4 I shouldn't have to go and spend all this money --
5 it's just preposterous -- to collect a civil rights execution.
6 There was a preliminary injunction order in 2012 telling
7 partners not to dissipate assets. Well, there were many, many,
8 many, many instances, especially in 2015, September, and then
9 three months later, boom, the law firm is defunct. But in
10 2014, there was half a million dollars in that account. My
11 judgment then was about 300,000. Now, I wasn't part at that
12 time, your Honor. We had a previous collection lawyer there.
13 But you're right.

14 I think maybe the BBO needs to be notified, but my
15 client needs to also receive her payments. And I'm scared
16 that, as more time goes by, as the response deadlines for
17 summary judgment happen, then what other reach and applies do I
18 have to go looking for? I'm concerned about that because there
19 has been not one offer, not one, by Mr. D'Angelo's side.

12:04 20 MR. AMANN: Judge, there was an offer in writing
21 before I got involved in this case. I know that this was
22 discovered. The letters were --

23 MS. RIVERA-BUJOSA: It's not --

24 MR. AMANN: -- part of the discovery. But to say that
25 Mr. D'Angelo personally didn't take this seriously years ago,

1 there was a written offer by an Attorney --

2 THE COURT: It's -- when you get a judgment, you don't
3 then get to start saying let me make compromise offers or I'm
4 not going to pay. When you get a judgment and you have
5 exhausted your appeals, that money is due. Now, that money may
6 have been due from the law firm and not from this gentleman
7 individually, but it doesn't mean there isn't a court order and
8 a judgment and an amount due.

9 I just -- I find this -- I can't get my head around
12:05 10 this. It just seems to me that there's been an untethering
11 between the understanding of the practice of law and the
12 gamesmanship here. I just don't get it. And it may be that
13 somehow we're going to be able to find as we go forward that
14 everything was proper and no money is due and that this is all
15 separate. But given that, as I understand the story line here,
16 there are clients from the original firm that get moved over
17 there, it seems a little bit difficult to not be able to sort
18 of say I have no responsibility here.

19 MR. AMANN: What we've said consistently, your Honor,
12:06 20 is that there's quantum meruit available to Mr. Hashem because
21 he's suspended. Our view and our understanding of the
22 applicable rules of ethics is that he's not entitled to share
23 as if he were an attorney because --

24 THE COURT: Forget about the claim against Mr. Hashem,
25 okay. There's a claim against the partnership, right? So that

1 claim -- and that as far as -- is that -- I don't know if
2 that's a separate judgment or joint and several. I don't know.

3 MS. RIVERA-BUJOSA: It's joint and several. The
4 limits -- there were limits set by the Court as to certain
5 amounts are one partner's only and the other amounts are the
6 firm's, but the firm's is a bigger amount.

7 THE COURT: So you have an amount at the firm, and it
8 doesn't -- it may feel unfair for the remaining partner to be
9 stuck with the liabilities of the firm, but that's kind of the
12:07 10 way partnership law works. And then to say, well, I've created
11 this new entity doesn't get you out of obligations that may
12 have been yours.

13 And so it may not be fair between these two gentlemen.
14 I am net weighing in on that dispute with a ten-foot pole at
15 this point. I have no facts between your client and your
16 client. But as to the fact that there is a judgment out
17 against the law firm, the sort of attitude that that isn't
18 something that concerns your client, I find remarkable for a
19 lawyer.

12:07 20 MR. AMANN: I agree. I don't think that's his
21 position at all. The position is --

22 THE COURT: So I need -- frankly, you know, it may not
23 be that I'm the one who makes the credibility determinations.
24 It may be that it's for a jury. But I can tell you, as we go
25 along, it is pretty hard to treat someone's good faith as being

1 good faith if I have to be here fighting over these kind of
2 things to get in the tiniest little piece along the way. That
3 just doesn't make sense.

4 MR. AMANN: Agreed. All of these things are going to
5 be -- are issues, need to be heard, should be heard, and I'm
6 not saying as soon as possible. There's orders and dates, and
7 he'll have his day in court. My client will have his day in
8 court as will everyone else here.

9 I think the real fight -- I feel bad for Ms. Carrion.
12:08 10 We've never had an issue with that. To me, this has been -- as
11 far as the question, what, if anything, is due between Mr.
12 D'Angelo and --

13 THE COURT: Yes. And here's your problem: You don't
14 have a right to have that decided first. There's not --
15 there's no reason -- there's no priority for that decision to
16 be decided first. I can place the intervenor's claim first.
17 Once hers is resolved, the two of you can fight it out. But
18 there's nothing to stop her from being able to get the money
19 from -- it's joint and several. She gets it from the firm and
12:09 20 from the firm from where she gets it from the firm. I don't
21 have to resolve your relative -- the relative values between
22 these two -- between your two clients till after that gets
23 resolved.

24 MR. FARRAH: Keep in mind, your Honor, respectfully,
25 that we're here to try to resolve the dispute with Mr. D'Angelo

1 so that we can assist in paying Ms. Carrion.

2 THE COURT: That sounds great, but I am not going to
3 hold her claim hostage to your client and your client ever
4 being able to work anything else out. Since that's probably
5 never going to happen, that your clients are going to be
6 working things out, we're going to be dealing with it either on
7 motion practice or in front of a jury. But we're not getting
8 delay.

9 I'm not going to -- the affront to the -- to my
10 authority and what seems to be a contempt for the rules of the
11 orders of the Court, I am not at this point reporting to the
12 Board of Bar Overseers, as I don't think that this is something
13 that is interfering with your client's ability to represent his
14 own clients, and I don't see anything improper in his practice
15 as a lawyer. So I will not be representing -- I will not be
16 sending it over.

17 But I do have to say that, in terms of his
18 understanding of how to follow an order and the importance of
19 following an order, it is hard -- the same thing goes for your
12:11 20 client. The fact that he is not practicing doesn't mean he
21 doesn't have full -- he is on full notice of what the
22 requirements are for following court orders.

23 MR. FARRAH: I'm sorry to interrupt. With all due
24 respect, there's never been an allegation that my client hasn't
25 followed this Court's orders or hasn't complied with discovery,

1 respectfully, your Honor, never, not a hint. It's all been
2 D'Angelo, and it's been D'Angelo from the beginning. So I hope
3 you're going to sanction him, respectfully, Judge.

4 THE COURT: Well, I am going to sanction. And the
5 question here is -- I don't need to -- I don't need to sanction
6 more than is necessary to get my message through, but I do need
7 to sanction in that amount. And I don't see here the notion
8 of, well, I can pay money only after the motion is filed. That
9 doesn't work, right?

12:12 10 MR. AMANN: Right. I agree with that, your Honor. It
11 shouldn't have to come to parties filing motions to follow up
12 on things. I get that. I'm not standing here and saying
13 otherwise.

14 I think, to keep this thing on track -- again, this is
15 a suggestion. You know, the words of -- or the sword of
16 Damocles or whatever that is. What I would suggest is, if you
17 really want to fashion something, then if there's an order that
18 you suspend over Mr. D'Angelo's head that if there's any other
19 noncompliance, as the Court sees it, then here's the wallop.
12:12 20 Here's -- whatever the number is.

21 MR. FARRAH: That's no sanction, respectfully.

22 MR. AMANN: I think it's one of the goals, clearly, of
23 a sanction, is to deter any future conduct. I know that
24 Attorney Farrah says it's disingenuous, the fact that it was
25 paid within 23 days. It is what it is. That's what happened.

1 As far as Mr. Farrah's --

2 THE COURT: Give me anything -- tell me any piece that
3 can get -- let me walk away from this thinking that it isn't
4 because he's had to come running back crying to me on this
5 stuff that gets any action because I don't want to be in this
6 kind of a role. I'd like to decide -- I would like to spend my
7 time deciding the things that actually get to resolving a real
8 dispute. I really do not want to be spending my time having to
9 sit here on this kind of a motion.

12:13 10 MR. AMANN: Agreed. And I couldn't agree with you
11 more, your Honor, for everyone. You know, I used to liken
12 judges having to deal with these things -- my kids are grown
13 now, but nobody likes to have fights of this nature, I think.
14 That's my prerogative anyway because they should be resolved
15 either among counsel or they should not even occur in the first
16 place.

17 That's why I'm suggesting at this point -- I didn't
18 know the check was sent directly to Attorney Farrah.

19 THE COURT: It doesn't matter when the check was. The
12:14 20 problem is the check was sent after your client -- after the
21 motion was filed and, as far as I know, after the client
22 received -- had notice that the motion was filed.

23 MR. D'ANGELO: I didn't have any notice on this, your
24 Honor. I will be honest with you. I can't discuss it right
25 now, but I didn't have any notice of this.

1 My counsel and I -- I can't discuss the issue at this
2 point in time. I'd prefer -- if you want for me to file
3 something down the road here in a week because I'm just at this
4 point in time -- I hear where you're coming from, but I've been
5 caught up in this -- in the rapids of this river without a
6 paddle. And I heard you last time we were here, and I thought
7 that things were resolved. But at this point, your Honor, I am
8 -- I haven't had any communication with my counsel, none, since
9 the last hearing that we had here, no phone calls, nothing.

12:15 10 Okay. I had an email discussion with him the week before about
11 this. You know, I have the emails with me, but I'm not going
12 to share them today. I don't think it's appropriate. And if
13 you give me a week to deal with this issue on my own, I will
14 probably have a better answer for you at that point.

15 MR. FARRAH: None of us should suffer because of
16 whatever miscommunication or lack of communication is happening
17 between Mr. D'Angelo and his counsel.

18 THE COURT: Yes. But there is a difference between
19 whether Mr. D'Angelo is acting with contempt towards the Court
12:16 20 or is acting without awareness of where things are. Those are
21 two different things.

22 MR. FARRAH: For sure, for sure. But the evidence
23 weighs heavily against Mr. D'Angelo and his position. You
24 know, he's hiding behind the attorney/client privilege. He's
25 got emails he doesn't want to show you. But, serendipitously,

1 the day after I file my motion he sends a check;
2 serendipitously, the day that the newspaper reporter reaches
3 out to me and certainly to Mr. Amann -- no question about
4 that -- he sends a check.

5 THE COURT: Can I just say as a side note, why Law 360
6 thinks any of this is interesting is beyond me.

7 MR. FARRAH: That makes two of us that feels that way,
8 Judge. This has been going on from the beginning.

9 THE COURT: Okay.

12:16 10 MR. FARRAH: No mercy for Mr. D'Angelo, respectfully,
11 your Honor, on this one. This up a river without a paddle, he
12 just settled a case, one of the cases that we're interested in,
13 with a \$190,000 fee coming his way. And the suggestion that he
14 is incapable -- that there is some problem between his client
15 and him -- his attorney and him or that he's incapable of
16 paying the Court's order when the Court made the order, October
17 1st or soon thereafter, is, you know, it's -- it borders on a
18 fraud on the Court is what it does. It really is beyond enough
19 at this point, this seems to me. This goes back to the
12:17 20 automatic disclosures.

21 THE COURT: Okay. We're dealing with one thing at a
22 time.

23 MS. RIVERA-BUJOSA: Your Honor, last time at court you
24 made it clear that he was going to be sanctioned and had to pay
25 attorneys' fees. As counsel, you take that very seriously.

1 And you have independent -- as a federal litigator, as he is,
2 to look at PACER and see, has this been filed? Have I paid?
3 How is that -- how can anybody with candor say, I do not know;
4 I did not pay the attorneys' fees due when you told him
5 directly that you have to? I'm appalled. I'm appalled.

6 MR. AMANN: I think the question is a matter -- is
7 timing. The question really is: What's reasonable to pay?
8 When? Is it immediately? As Judge Rosenthal used to say,
9 "Forthwith means now." Does "now" mean 24 hours, 48 hours?

12:18 10 All I'm saying is, from Mr. D'Angelo's position, I
11 don't think he's saying he didn't have to pay. No. He paid it
12 within 23 days of this Court issuing an order that he pay that
13 amount, and he paid that amount. And that was submitted by
14 Attorney Farrah. I don't know. The suggestion that there was
15 a motion to compel --

16 THE COURT: When did Mr. D'Angelo have notice of my
17 order, my written order?

18 MR. AMANN: Soon after it issued, before -- certainly
19 before the 23rd if that's the question. I can get an exact
12:19 20 date for you, but, again, I don't think there's a question or
21 an argument that he didn't know that he had to pay it. And I
22 don't know if Mr. D'Angelo thought I can pay that next week. I
23 get money. I don't know. But he paid it within 23 days of the
24 order issuing; and if the order said you've got to pay it
25 within ten days and he didn't make that ten days or we didn't

1 file a motion to extend to get more time, I could see that.
2 There would be really no excuse.

3 THE COURT: Is there any dispute that there was no
4 communication between your office and Mr. D'Angelo after you
5 had plaintiff's counsel reaching out to you about compliance
6 with this order?

7 MR. AMANN: There were multiple emails, your Honor,
8 from -- between attorney and client. So I think to say there's
9 no communication is not accurate.

12:20 10 THE COURT: Okay. I am -- I am sanctioning. Let me
11 ask this question: Mr. D'Angelo, do you -- are you on PACER?
12 Do you get copies of the PACER --

13 MR. D'ANGELO: I get them forwarded by counsel. Yes,
14 I'm on PACER, but I don't check PACER or do I get copies of
15 whatever orders are being issued or whatever. I don't get
16 those.

17 THE COURT: You were here on September 5th, that
18 proceeding.

19 MR. D'ANGELO: Yes.

12:22 20 THE COURT: And after that proceeding, the electronic
21 notes relaying what happened state: "Case called. Court has
22 colloquy with counsel. No opposition to the motion was filed.
23 Defendant requests to proceed with an opposition in open court.
24 Court hears argument on motion. Court awards attorneys' fees
25 to plaintiff in bringing the motion and for the first half of

1 today's proceedings. Plaintiff shall file a request for these
2 fees by September 13th. Defendant may file an objection seven
3 days after the request is filed. Any further issues of this
4 nature shall be met with severe sanctions."

5 So that's what the court reporter -- court clerk
6 docketed of what I had said. So you were on verbal notice on
7 September 5th of two things. One is that you were being
8 sanctioned and that you would be required to pay attorneys'
9 fees and that any further issues of this nature would be met
10 with severe sanctions.

11 Then the amount of the fee request was made, and there
12 was no opposition. And so, again, on October 1st, I issued the
13 order on the fees, awarding the fees in that amount. And I can
14 understand that there's some disagreement between you and your
15 counsel about communicating, but you were here in September for
16 that hearing.

17 MR. D'ANGELO: Yes, I was, your Honor. And at this
18 stage of the game, counsel told me that day, I'll take care of
19 it. Don't worry about anything. I'll take care of the fees
20 and everything else. And then October 17th rolls in, and I get
21 a note that says I have to pay. I go back and I said, Well,
22 no, you told me that you were going to take care of this. Then
23 I get note back from counsel saying, Well, I'll spread this out
24 over three months. You pay it.

25 I made phone calls to him, not returned. When I

1 didn't hear from him by Tuesday, I went and gathered the funds
2 together and paid this on Wednesday. I've got email here to
3 verify all of this nonsense that took place on the 17th.
4 That's what I didn't want to do today because, in essence, you
5 know, I'm done with this counsel, and I'm trying to negotiate
6 with a couple. I've talked to three different firms and
7 meeting this afternoon to find another attorney to represent me
8 because there's an irretrievable breakdown here that's been
9 going on for months.

12:25 10 I, as you were aware, went into the hospital, had open
11 heart surgery, was in -- out the entire month of April and May.
12 I barely was able to get back into my office in June. All this
13 discovery, what they're looking for and propounded, I came back
14 a couple days during the week to get that stuff done during my
15 recuperation period to try to get as much as I could. But it
16 looks like I'm holding the show up.

17 Hashem files bankruptcy, I believe, in January that
18 held up the case for doing anything for about 60 days or 90
19 days. I can't remember exactly. Everything went into
12:26 20 suspended animation at that point in time. So it's not all my
21 fault that discovery didn't get done in a timely manner. It's
22 the circumstances of all these events that took place.

23 Would I have done something differently here if I had
24 been more able to participate? Yeah, definitely. That's why
25 I'm seeking new counsel in this matter.

1 You know, if I have to turn this over today so the
2 Court recognizes as to what took place, I will do that. But it
3 is attorney-client privileged material between him and I; but
4 since I have to defend myself in these circumstances, I'm
5 willing to give that up under these circumstances so whatever
6 the Court wants to do at this point in time.

7 MR. FARRAH: I -- what I'm hearing is that Mr.
8 D'Angelo knew when he was here in September, early September,
9 that there was going to be an award of attorneys' fees and that
12:27 10 any future violations of your orders were going to result in
11 severe sanctions; and that October 1st you ordered attorneys'
12 fees; that Mr. D'Angelo somehow felt that Mr. Amann was going
13 to take care of the attorneys' fees, for whatever reason, I
14 don't know. It's not Mr. Amann who has held up everything
15 here; and that Mr. Amann was going to either pay it in three
16 installments to Mr. D'Angelo or get it paid in three
17 installments. It's preposterous stuff, Judge. And all of this
18 happens against the backdrop of D'Angelo settling a case, at
19 least one case, last month with a 190,000 --

12:27 20 THE COURT: That's not the backdrop of this case.
21 That is not the issue here. He hasn't said, I don't have the
22 money. That isn't the dispute. It is my trying to make this
23 case stay on its rails, people follow my orders. I understand
24 there is a lot of anger between the parties, but I am not the
25 one in between here who's going to help put lemon in the wounds

1 back and forth. With all due respect, this is a good time for
2 you to be quiet. Just leave it there.

3 I am going to award a sanction of \$3,000 to be paid by
4 defendant and/or their counsel. I am going to refer you to a
5 magistrate judge to resolve that dispute of where that money is
6 coming from unless you tell me that the check has already been
7 paid and you don't need to have that services. I don't want to
8 hear your disputes between you, but I also don't want this -- I
9 don't want the -- anybody outside of your dispute to be
10 affected by it, and I also don't want to be making any
11 assumptions about what that dispute is. You've got
12 attorney-client issues, but why don't you put them out in front
13 of a magistrate and not in front of me. So I am -- -

14 MR. D'ANGELO: Judge, what's the amount?

15 THE COURT: 3,000.

16 MR. D'ANGELO: I have until when to pay it?

17 THE COURT: Fourteen days.

18 MR. D'ANGELO: Thank you, your Honor.

19 MR. FARRAH: Thank you, Judge.

12:29 20 MR. D'ANGELO: Payable to him?

21 THE COURT: Yes.

22 MR. D'ANGELO: Or to the Court?

23 THE COURT: To him. He's had to bring -- he has had
24 to bring the time for the motion and sitting here, and I don't
25 get extra money for my library funds particularly.

1 Do you want a referral to the magistrate judge to
2 resolve who is paying that \$3,000?

3 MR. D'ANGELO: No, no need for that. I'll take care
4 of it myself.

5 THE COURT: Okay. Anything further that we need to
6 deal with today?

7 MS. RIVERA-BUJOSA: Just the 2017 tax returns of
8 D'Angelo Law Group and Stephen D'Angelo. It's been requested.
9 It's just a matter of an update. They must be available right
10 now. I did send an email about it to counsel.

11 THE COURT: Any reason we can't get the updated --

12 MR. D'ANGELO: I just -- as I explained to you, I am
13 going to interview successor counsel here, and I should have an
14 answer this afternoon of who that might be. So within a -- I'm
15 going to let them take responsibility for that within the next
16 week or so.

17 THE COURT: Is there any dispute that there is a
18 request for tax returns that would be subject to a continuing
19 obligation to update? Is that in dispute?

12:30 20 MR. D'ANGELO: I don't know. I haven't seen what the
21 interrogatory was or what was required. If this Court tells me
22 I have to turn that over, then -- I plan on doing it anyway so
23 it doesn't really matter. That was the intent.

24 MS. RIVERA-BUJOSA: Okay. Interrogatories and it's in
25 the -- it's also in the depositions subpoenas of D'Angelo Law

1 Group, the notice of depositions, notice of inquiry.

2 THE COURT: Do you need those for the summary
3 judgment?

4 MS. RIVERA-BUJOSA: Yes, because there were two major
5 cases that the checks came in in 2017 and were six figures.
6 That's why I want 2017. It's Client Nos. 45 and 67, as I
7 mentioned in my email. Those were deposited in 2017.
8 Obviously, we are aware of other ones that are happening.

9 THE COURT: Let me ask you this question about your
12:31 10 summary judgment motion. You're having two pieces to it. One
11 is, I anticipate, you think you're entitled to money; and,
12 second, is the amount.

13 MS. RIVERA-BUJOSA: Exactly.

14 THE COURT: Those are two separate questions. And
15 with regard to the amount, I'm not particularly interested in
16 putting, you know, personal tax returns on the docket and
17 things like that.

18 So is there a reason that it wouldn't make sense to
19 first address the legal issue of the obligation to pay rather
12:32 20 than the dollar amount or are these linked together?

21 MS. RIVERA-BUJOSA: So I believe they are linked. The
22 obligation to pay is -- there's the case when the law firm was
23 alive. Up to the time of breakup, they had all the assets
24 available to satisfy the judgment at that time. And I can show
25 there was willful disregard of a known full obligation, right?

1 So there's that part of the case.

2 Then there's the case of D'Angelo Law Group is holding
3 fees that, after breakup, still had not been paid into the
4 account. And since Mr. Hashem is disbarred, there's that
5 question about could Mr. -- well, there's two questions. One
6 is, is that the partnership is liable for this obligation, and
7 even though it had to -- it's -- see, it's complicated because
8 legally the firm exists. D'Angelo and Hashem have not filed a
9 final return. They filed annual reports. But all it has right
12:33 10 now are IOLTA accounts, right? Everything is under the hands
11 of the new firm.

12 So the part of the fees that have been generated
13 recently, that is what is going to highly likely -- that's part
14 of the contribution. That happened -- that's two years, 2015
15 to -- just as recently as now, but the bulk, 2015, 2016, and
16 the theories of obligations there are a little -- well, there's
17 --

18 THE COURT: My question is -- it seems to me that
19 we've got a lot to wrestle with on the legal theories. My
12:34 20 question is: Is there any reason -- what I'm really trying to
21 do is avoid a whole go-round about what can be on the public
22 docket and what should be filed under seal. I don't like
23 having things under seal. The First Circuit -- the First
24 Circuit says there's an presumption -- public presumption of
25 access to records that I need to make for my decisions, so

1 there's sort of a push to have things unsealed.

2 So what I've sort of come down to realizing is that,
3 if there are things I don't need to look at in order to inform
4 my decision, I can have things on the public docket and wrestle
5 with the legal concepts there. So, for example, if there is no
6 dispute that there is a sum of money that was earned by one
7 entity on such and such case on one date and that amount -- and
8 that amount moved from here or here to here, what difference
9 does it make what that amount is for purposes of -- I
12:35 10 understand at the end it does because you have to finally
11 decide whether you, in fact, get the money.

12 But if I'm trying to figure out the legal concepts of
13 where the money moved, do I need to know what those -- what the
14 money amounts are?

15 MS. RIVERA-BUJOSA: Understood. You would need to
16 know when the monies came into possession.

17 THE COURT: Yeah. I need to know what it came in
18 with. If it came in with a particular case, where it moved to,
19 et cetera. But I don't know that I need to at this point have
12:35 20 the actual dollars. But, I mean, maybe there's a reason
21 legally where you need that for your legal argument, but I
22 can't imagine what it is.

23 I guess what I'm suggesting -- again, since parties
24 haven't been able to work together, this may be extra hard.
25 But I am suggesting that it would be in everybody's interest to

1 avoid unnecessary disputes as we try to just get through the
2 legal issues, to simply address it as, you know, a Pot of Money
3 1, or whatever you want to call it, Pot of Money 2, Pot of
4 Money 3, rather than having to worry about what those dollar
5 amounts are.

6 MS. RIVERA-BUJOSA: Understood, other than showing the
7 ability that the obligation could have been met at the --

8 THE COURT: I understand that -- right, the part about
9 saying there was money in the law firm at certain time, I think
10 that I do need to know because you don't get outside of the law
11 firm unless you get to those pieces. But the money that -- his
12 current income tax -- this is not to say you don't get those
13 forms, but I'm suggesting that I don't particularly want income
14 tax filings as part of your summary judgment motion if we can
15 avoid it, and if there's a -- if the facts are undisputed and
16 we can find a shorthand that makes clear what you need to
17 convey to me, that's good enough for the public record.

18 MS. RIVERA-BUJOSA: That's fair enough. One thing I'm
19 thinking about right now on the spot is that Mr. D'Angelo has
12:37 20 raised a defense in depositions that he was unable to pay, and
21 at these times it's either he went out of business or -- that's
22 his defense. That's been made under oath. I have proof
23 showing that at those times, IRS was paid, et cetera. I know
24 the amounts that were owed and how much went through the law
25 firm's accounts. Other than that, I need to show. Okay. And

1 then, obviously, after the law firm broke up, many cases
2 settled or monies came in very quickly. So I think that's a
3 stronger those fees should come to the firm. But he's
4 indicating that, well, since Mr. Hashem has no ability to earn
5 fees, he's claiming that he's the only one entitled to the fee
6 anyway. And then, since he's not personally liable, this
7 judgment is not in his reach. I, obviously, have to -- the
8 numbers that came in further show that the reasons of why the
9 preliminary injunction of 2012 was violated and that failure to
12:38 10 pay. Even though it's in the name of another, it's still
11 monies that should be in D'Angelo and Hashem's name.

12 THE COURT: Right. I guess all I'm trying to say is
13 that to the -- I understand that you're going to need to
14 include dollars if there are arguments that there were -- that
15 there was an inability to pay, so I do follow that. It just
16 seems to me that the bigger parts of this legal argument are
17 what is the obligation of one partner for the obligations of
18 the firm. I mean, that seems to be the central question. And
19 that central question, it seems to me, if we can get that teed
12:39 20 up, the rest of it falls in place one way or the other.

21 MS. RIVERA-BUJOSA: Understood.

22 THE COURT: Well, you -- if you need these documents
23 before filing your summary judgment motion, I'd like you to
24 coordinate. If there's new counsel, you need to coordinate
25 with new counsel. I, you know -- it doesn't help to have you

1 snicker.

2 MR. FARRAH: I didn't mean to snicker, your Honor. I
3 apologize.

4 MS. RIVERA-BUJOSA: The last thing I want to ask is
5 for more time.

6 THE COURT: I don't want more time either. Let's do
7 this: This is -- we're talking about you filing in a week.

8 MS. RIVERA-BUJOSA: November 15th.

9 THE COURT: Two weeks.

12:40 10 MS. RIVERA-BUJOSA: It's mostly deposition transcripts
11 and there are exhibits. I'm trying to focus on that.
12 Obviously, some exhibits were tax returns, but I will -- I will
13 take your counsel -- your judge's advice and consider that
14 because there are other ways of showing that to get to the
15 bottom of responsibility here.

16 THE COURT: Yeah. The other way we can proceed with
17 some of that is that, in the event that there is new counsel
18 and they will agree with you that certain dollars are
19 undisputed, then I don't need to see the documents. If they
12:40 20 don't and don't have an opportunity to do that, then we're sort
21 of stuck with this issue.

22 All right. Let's see where we are. I would like
23 weekly status reports from the defendant as to who is
24 representing you. So if you are getting new counsel -- right
25 now, there needs to be somebody representing you; and if you

1 are firing your counsel, that's complicated for the law firm
2 because they need to be represented by counsel. You can -- as
3 to yourself, you can be on the docket representing yourself.
4 If you have new counsel -- successor counsel, they can file it.
5 But I would like, on a weekly basis, to know who is there
6 responsible until this issue is resolved.

7 As of now, your current counsel is still counsel of
8 record. And, Counsel, whatever ECF filings are done, you are
9 ordered to forward them the same day to your client.

12:41 10 MR. AMANN: Understood.

11 THE COURT: Anything else? Okay. On the summary
12 judgment motion, as with state court filings, you're going to
13 have a Rule 56.1 statement of undisputed material facts. My
14 view of what that means is that the statements that are in the
15 statement of undisputed material facts are statements that you
16 think are material. If you're just wanting to give me a whole
17 background story, you're welcome to put that in your brief if
18 you think you want to spend pages on that, but if they're not
19 material to this dispute, they're not part of that statement of
12:42 20 undisputed material facts. The undisputed material facts do
21 not need to tell me the whole story. They need to tell me the
22 facts that matter for the summary judgment motion.

23 MS. RIVERA-BUJOSA: Uh-huh.

24 THE COURT: Okay?

25 MS. RIVERA-BUJOSA: Yes.

1 THE COURT: For example, I don't need all of the back
2 history and all of the documentation of everything that
3 happened. I need to start with: There's a final judgment and
4 whatever you think happened next after that.

5 Once you've filed your statement of undisputed
6 material facts, email a Word version of the statement of
7 undisputed material facts to opposing counsel. Opposing
8 counsel, when they file their response to the statement of
9 undisputed material facts, should use the same document as the
10 starting point. That's why you're going to forward it in a
11 Word version, change the caption to theirs, and have a written
12 response to each one of those statements.

13 And once that is filed, forward a Word version of the
14 defendant's statement of response to the statement of
15 undisputed material facts. When you file your reply, again,
16 you can -- if there's -- if they don't offer new facts, you
17 don't need to respond. I don't need anything more. But if
18 they've added additional facts that you want to respond to, it
19 comes in on the same one document so I don't have to be
20 handling back and forth.

21 MR. AMANN: Sounds like a 9A.

22 THE COURT: Exactly like a 9A except that, since we're
23 in federal court, we're actually filing them each step of the
24 way. But the final document that I will, hopefully, be looking
25 at is the final combined one.

1 The other thing is that I find it very difficult to
2 follow people's citations to exhibits because you're calling it
3 Exhibit A to such and such, and I don't know what it is and
4 where to find it on the docket necessarily. So as a courtesy,
5 if you would like to file -- two things. One is, we request
6 courtesy copies of your voluminous filings so provide that.
7 But when you provide it, print it out with the header on top so
8 I can pull it -- I can see what ECF number you're dealing with.

9 And if you want to give me a cheat sheet on your
12:45 10 exhibits -- Exhibit A is 67-4; Exhibit B is 67-5 -- it's a
11 whole lot easier for me to follow as I'm going through it.
12 Otherwise, it's a lot of work to try to understand everybody's
13 individual citation system.

14 Thank you.

15 THE CLERK: Court is in recess. All rise.

16 (Whereupon, at 12:46 p.m. the hearing concluded.)
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C E R T I F I C A T E

I certify that the foregoing is a correct transcript
of the record of proceedings in the above-entitled matter to
the best of my skill and ability.

/s/Cheryl Dahlstrom

Cheryl Dahlstrom, RMR, CRR

Official Court Reporter

Dated: November 8, 2018